

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you are or were a medical examiner of LIRON, INC. (hereinafter “Liron” or “Defendant”) at any time between May 14, 2015 and October 8, 2020**

**You May Be Entitled to Receive Money from a Class Action Settlement.**

*A court approved this notice. This is not an advertisement.*

**You are not being sued.** Your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE.**

**WHAT IS IN THIS NOTICE**

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**1. Why Should You Read This Notice?**

This Notice of Class Action Settlement (the “Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action lawsuit entitled *Cindy LaBrasca v. Liron, Inc.*, Superior Court for the State of California, County of Sacramento, Case No. 34 2019 00256445 (the “Lawsuit”).

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written Joint Stipulation of Class Action Settlement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on March 9, 2021(the “Preliminary Approval Date”) in the Sacramento County Superior Court, State of California. At that hearing, Judge Shama H. Mesiwala granted preliminary approval to the Settlement, and the court determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also directed that this Notice be sent to Class Members advising them of the proposed Settlement.

You have received this Notice because records indicate you are a Class Member. A “Class Member” means all natural persons who were employed as medical examiners by the Defendant in the State of California during the period commencing May 14, 2015, and running through October 8, 2020 (the “Class Period”).

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized below.

The Court will hold a Settlement Fairness Hearing concerning the proposed settlement on July 15, 2021 at 1:30 p.m., in Department 53 of the Sacramento Superior Court located at 813 6<sup>th</sup> Street, Sacramento, California, 95814. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice tells you of your rights as part of the Settlement and the Settlement Fairness Hearing.

## **2. *What Is the Case About?***

On May 14, 2019, the Lawsuit was filed in Sacramento County Superior Court. The Lawsuit alleges that the Class Members (a) were not paid minimum wages for all hours worked; (b) were not paid overtime wages at the correct rate; (c) were not provided meal and rest periods and were not paid a premium for any such meal or rest period violation; (d) were not provided proper wage statements; (e) were not paid all wages due upon separation of employment with Defendant; (f), were not reimbursed for all business expenses; and (g) were subjected to violations of the California Unfair Competition Act, as related to the claims above.

The Defendant denies the allegations in the Lawsuit.

Over a period of approximately one-and-a-half (1 ½) years, the Defendant provided extensive information and documentation to counsel for the Plaintiff and the Class relating to the issues in the Lawsuit. As a result of the exchanges of information and documents and related settlement discussions, the parties in the Lawsuit reached the Settlement.

The parties have since entered into a Settlement Agreement, which has been given preliminary approval by the Court. If you are a Class Member, you need not take any action to receive a Settlement payment, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Lawsuit have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. The Plaintiff and the Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members.

## **3. *How Much Can I Expect to Receive?***

The total Settlement amount is Ninety-Five Thousand Dollars (\$95,000) (the “Total Settlement Amount”). The following sums will be paid from the Total Settlement Amount: (1) attorneys’ fees (not to exceed Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$31,666.67) and documented litigation costs of Class Counsel (not to exceed Ten Thousand Dollars (\$10,000)) in amounts set by the Court; (2) a service payment to the Plaintiff as the Class Representative in an amount not to exceed Five Thousand Five Hundred Dollars (\$5,500); and (3) no more than Eight Thousand Dollars (\$8,000) to the Settlement Administrator for the cost of administering the Settlement. The amount of the Total Settlement Amount remaining after subtracting these payments is called the “Net Settlement Proceeds.”

Following final approval of the Settlement, the Settlement Administrator will post a copy of the final judgment on its website. The Total Settlement Amount of \$95,000 will be paid within ten (10) business days of the Effective Date following the Court’s final approval of the Settlement. The “Effective Date” is defined in the Settlement Agreement, but will generally be within 30 days of final approval of the Settlement by the Court (later if there is any objection that leads to an appeal).

The Individual Settlement Payment for each Class Member shall be calculated as follows: (a) the number of appointments completed by the Class Member by Defendant from the period commencing on May 14, 2015 and ending on December 31, 2018; divided by (b) the aggregate number of appointments all Class Members made during the period commencing on May 14, 2015 and ending on December 31, 2018; and then multiplied by (c) the Net Settlement Amount; provided, however, that any Class Member who does not have any appointments within the period commencing on May 14, 2015 and ending on December 31, 2018, shall receive a payment of Fifteen Dollars (\$15.00). This calculation shall be based on Defendant’s books and records. For purposes of these calculations, only completed appointments shall be included. The result of this calculation process is the Class Member’s Individual Settlement Payment.

You will have one hundred eighty (180) calendar days after the date your share is mailed to you within which to cash your Class Member Individual Settlement Payment check. The amount of any uncashed Settlement

Payments, including as a result of being unable to locate a Class Member, shall be distributed to Legal Aid at Work, a nonprofit legal services organization that assists low-income, working families.

**DEFENDANT'S RECORDS INDICATE YOU COMPLETED \_\_\_ APPOINTMENTS DURING THE PERIOD COMMENCING ON MAY 14, 2015 AND ENDING ON DECEMBER 31, 2018.**

**BASED ON THE ABOVE NUMBER OF COMPLETED APPOINTMENTS, YOUR ESTIMATED SETTLEMENT PAYMENT IS \$\_\_\_\_\_, WHICH IS CONSIDERED PENALTIES AND INTEREST AND FOR WHICH A 1099 WILL BE ISSUED (TAXES WILL NOT BE WITHHELD FROM THE PAYMENT; YOU WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY TAXES DUE ON THE AMOUNT YOU RECEIVE).**

If you dispute the information regarding the number of completed appointments worked, as set forth above, you must mail a letter to the Settlement Administrator, at the address below, explaining your disagreement and return it along with any documentation relating to your disagreement and it must be postmarked no later than **May 31, 2021**. Late letters disputing your number of completed appointments will not be considered.

**NOTE: UNLESS YOU DISPUTE THE INFORMATION, AS SET FORTH ABOVE, YOU WILL AUTOMATICALLY RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE COMPLETED APPOINTMENTS AS SET FORTH BY DEFENDANT.**

It is your responsibility to ensure the Settlement Administrator has timely received a letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

**4. *Who Is the Plaintiff in This Class Action?***

Cindy LaBrasca is the Representative Plaintiff in the Lawsuit. She is acting on behalf of herself and on behalf of other current and former medical examiners who worked for Defendant in California during the Class Period.

**5. *Who Are the Attorneys Representing the Parties?***

Attorneys for Plaintiff & the Class ("Class Counsel") are:

Larry W. Lee, Esq.  
Kristen M. Agnew, Esq.  
Nick Rosenthal, Esq.  
DIVERSITY LAW GROUP, P.C.  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554

Attorneys for Defendant Liron, Inc. are:

Kelly O. Scott, Esq.  
Kimberly N. Brooks, Esq.  
ERVIN COHEN & JESSUP LLP  
9401 Wilshire Blvd., 9th Floor  
Beverly Hills, CA 90212

## **6. *What are my Rights? How Will My Rights Be Affected?***

### **Participating in the Settlement**

Under the Settlement, you will **automatically** receive a Settlement Payment unless you exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current Liron medical examiner, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement.

### **Excluding Yourself from the Settlement**

**If you wish to be excluded from participating in the Settlement**, you must send a letter stating this to the Settlement Administrator at the address below. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, and telephone number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be postmarked no later than **May 31, 2021**. Late exclusion requests will be invalid and not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not receive any money under the Settlement and cannot object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, or the release of claims provided as part of the Settlement.

### **Objecting to the Settlement**

**If you have any concerns about the settlement but do not want to exclude yourself, you may raise your concerns by making an objection to the Settlement. If you wish to object to the Settlement**, you must submit your objection to the Settlement Administrator, at the address below, stating why you object to the Settlement. To be considered valid, your objection must be in writing, signed by you, and contain your name, address, and telephone number. All objections must be postmarked no later than **May 31, 2021**. Late objections will not be considered.

You may also, if you wish, appear at the Settlement Fairness Hearing set for July 15, 2021 at 1:30\_p.m. in Dept. 53 of the Sacramento County Superior Court and discuss your objections with the Court and the Parties. However, you are not required to appear in person. You can appear via Zoom at the Settlement Fairness Hearing. To appear via Zoom telephonically, on the day of the hearing please call (888) 475-4499 and enter 841 204 6267 as the Zoom ID. To appear by video over Zoom, on the day of the hearing please go to: <http://saccourt.zoom.us/my/dept53.54a>. The Settlement Fairness Hearing may be continued to another date without further notice.

**IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL BE BINDING ON YOU.**

**YOU CANNOT BOTH EXCLUDE YOURSELF FROM THE SETTLEMENT AND OBJECT TO THE SETTLEMENT.**

### **Effect of the Settlement on Your Rights – Release of Claims**

Upon the final approval of the Settlement by the Court, and except as to such rights or claims as may be created by the Settlement Agreement, the Class Members (other than those who timely request to be excluded in accordance with the terms of the Settlement) will release and discharge Defendant Liron, Inc. and its present and former affiliates, parent companies, and subsidiaries, and their respective owners, shareholders, officers, members, partners, managers, directors, employees, agents, heirs, trustees, representatives, attorneys, accountants, insurers, reinsurers, consultants, clients, employers, property owners, predecessors, successors and assigns and each and all of their respective shareholders, officers, members, partners, managers, directors, employees, agents, trustees, representatives, attorneys, accountants, payroll companies, insurers, past, present,

and future, and all persons acting under, by, through or in concert with any of them (“Class Members’ Released Parties”), from (i) any of the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been asserted based on the facts and claims pleaded in the Lawsuit; and (ii) all statutes/ordinances referenced in the Lawsuit and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) Labor Code §§201-203, 210, 218.5, 218.6, 225.5, 226, 226.2, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 and 2802, as related to the above claims, (2) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and (3) all related provisions allegedly relating to the claims in the Lawsuit for continuing wages, failure to pay wages, failure to pay wages in a timely manner, failure to pay minimum wages, failure to pay overtime, failure to provide allegedly required wage statements, failure to provide meal or rest breaks, failure to reimburse for necessary business expenses, liquidated damages, civil penalties, premium wages, claims for injunctive relief and restitution under California unfair competition law and Business & Professions Code § 17200, interest, costs and attorneys’ fees, including Code of Civil Procedure Section 1021.5 and Civil Code Section 3287 (“Class Members’ Released Claims”), arising during the Class Period.

For purposes of a release of any claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, only, Settlement checks will bear a notation that states: “By cashing this check, person to whom the check is made is agreeing that he or she has waived and released all claims under the Fair Labor Standards Act based on the facts alleged in *Cindy LaBrasca v. Liron, Inc.*, Case No. 34 2019 00256445, filed in the Superior Court of the State of California, County of Sacramento, including claims for unpaid wages or overtime, penalties, premium wages, interest and attorneys’ fees and costs through October 8, 2020.”

**7. How Will the Attorneys for the Class Be Paid?**

The attorneys for the Representative Plaintiff and the Class will be paid from the total Settlement of \$95,000. The attorneys are seeking a fee of \$31,666.67 and costs of up to \$10,000. The actual amounts awarded will be determined by the Court.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Class Counsel, Nick Rosenthal (213-488-6555) or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Liron, Inc. Settlement.

This Notice provides a summary of the Settlement. For a complete statement of the Settlement Agreement, refer to the Joint Stipulation of Class Action Settlement entered into by the parties which is Exhibit 1 to the Declaration of Nick Rosenthal In Support of Plaintiff’s Motion for Preliminary Approval of Class Settlement, filed on February 11, 2021. Copies of the Settlement Agreement and preliminary approval documents are available for inspection from Class Counsel and at the Sacramento County Superior Court located at 720 9<sup>th</sup> Street, Sacramento, California, 95814. Additionally, if you wish to view court filings related to this matter, they are available free of charge at: <http://www.phoenixclassaction.com/labrasca-v-liron/>.

**Liron, Inc. Settlement**  
**Administrator Name and Contact Information:**  
Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone Number: (800) 523-5773

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE CLAIMS PROCESS.**

**Dated: April 1, 2021**